

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

KIMBER HELZER

Plaintiff,

v.

STATE FARM MUTUAL
AUTOMOBILE INSURANCE
COMPANY,

Defendant.

Case No. CIV-14-1203-HE

COMPLAINT

COMES NOW the Plaintiff Kimber Helzer by and through her attorneys, Calvert Law Firm and West & Associates, and alleges the following facts and causes of action against the Defendant State Farm Mutual Automobile Insurance Company.

1. The Plaintiff Kimber Helzer (“Ms. Helzer”) is a resident of Oklahoma. At the time of the accident described below, the Plaintiff resided in the City of Lawton, in Comanche County, Oklahoma.

2. The Defendant State Farm Mutual Automobile Insurance Company (“State Farm”) is an insurance company with offices in Bloomington, Illinois, licensed by the Oklahoma Insurance Commission and doing business in the State of Oklahoma.

JURISDICTION

3. The amount in controversy in this action, exclusive of interest and costs, exceeds Seventy-Five Thousand Dollars (\$75,000). The jurisdiction of this Court is predicated upon diversity of citizenship as provided by 28 U.S.C. § 1332.

4. Venue is proper in the Western District of Oklahoma pursuant to 28 U.S.C. § 1391.

STATEMENT OF FACTS

5. The Defendant issued an Oklahoma automobile insurance policy, State Farm Policy Number 065-3032-D16-36D, (“Policy”) to the Plaintiff. The Policy provided the Plaintiff Ms. Helzer with medical payments coverage in the amount of \$50,000 per person. The policy was in effect on August 12, 2011.

6. The Defendant’s Policy is subject to the laws and public policies of the State of Oklahoma, including the financial responsibility provisions of Oklahoma’s Highway Safety Code, *see* OKLA. STAT. tit 47, § 7-101, et seq.

7. On August 12, 2011 the Plaintiff Ms. Helzer while driving her vehicle on SE 45th Street in Lawton, Oklahoma, approximately twenty-nine feet north of SE Mielsing street rear ended the vehicle in front of her. Ms. Helzer suffered injuries from the automobile accident. The vehicle Plaintiff Ms. Helzer was driving on August 12, 2011, was covered by the Defendant’s Policy (No. 065-3032-016-360).

8. As a result of the August 12, 2011 automobile accident, Ms. Helzer incurred substantial medical expenses.

9. In April 2013, the Defendant State Farm offered to pay only 50% of Ms. Helzer’s medical expenses related to her knee, neck, and back. State Farm refused to provide payment in full for Ms. Helzer’s medical expenses related to the bodily injuries that she sustained in the August 12, 2011 accident, as required by the Policy.

FIRST CAUSE OF ACTION (Breach of Contract)

9. The Plaintiff Ms. Helzer adopts and incorporates by reference the preceding paragraphs 1 through 8.

10. Under the terms of the Policy and controlling Oklahoma law and public policy, the Defendant was obligated to pay medical payments up to \$50,000 per person for injuries sustained in that accident.

11. The Defendant’s refusal to pay benefits for medical expenses constitutes a material breach of the terms of the Policy.

12. As a result of the breach of the contract by the Defendant, the Plaintiff Ms. Helzer has been damaged in an amount in excess of Seventy-Five Thousand Dollars (\$75,000).

**SECOND CAUSE OF ACTION
(Bad Faith)**

13. The Plaintiff Ms. Helzer adopts and incorporates by reference the preceding paragraphs 1 through 12.

14. Under Oklahoma law, the Defendant State Farm owed the Plaintiff Ms. Helzer a duty to deal fairly and act in good faith.

15. The Defendant State Farm violated its duty of good faith and fair dealing by unreasonably, and in bad faith, refusing to pay a valid claim under the Policy.

16. In particular, the Defendant State Farm breached its duty of good faith and fair dealing by: (a) failing to properly investigate and evaluate the claim for coverage under the policy; and (b) refusing to pay the claim without a reasonable basis for that refusal.

17. As a direct result of the failure of the Defendant State Farm to deal fairly and in good faith with the Plaintiff Ms. Helzer, Ms. Helzer has suffered a loss of peace of mind and security, and has suffered emotional distress, worry and anguish, and embarrassment.

18. The Defendant State Farm recklessly disregarded its duty to deal fairly and act in good faith with Plaintiff Ms. Helzer, its insured, and/or intentionally and with malice breached its duty to deal fairly and act in good faith with her. As a result of this reckless and/or intentional and malicious conduct by the Defendant State Farm, the Plaintiff Ms. Helzer is entitled to recover punitive damages in excess of Seventy-Five Thousand Dollars (\$75,000) in order to punish the Defendant and to deter others from similar conduct in the future.

DEMAND FOR RELIEF

Accordingly, for the foregoing reasons, the Plaintiff Ms. Helzer respectfully requests that she be awarded compensatory and exemplary damages in excess of Seventy-Five

Thousand Dollars (\$75,000) against the Defendant State Farm, together with any further relief this Court deems appropriate, including interest, costs and attorney fees.

Respectfully submitted,

s/Randall K. Calvert

Randall K. Calvert, OBA #14154
Rabindranath Ramana, OBA #12045
Denielle Williams Chaney, OBA #30296
CALVERT LAW FIRM
1041 NW Grand Boulevard
Oklahoma City, Oklahoma 73118
Telephone (405) 848-5000
Facsimile (405) 848-5052

- and -

Jeremy D. West, OBA #17367
Sabre N. Weathers, OBA #30938
WEST & ASSOCIATES
1500 SW 104th Street, Suite 102
Oklahoma City, Oklahoma 73159
Telephone: (405) 378-8132
Facsimile: (405) 378-0711
Attorneys for Plaintiff

Jury Trial Demanded
Attorney's Lien Claimed